

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Sidley Austin LLP  
1501 K Street, N.W.  
Washington DC 20005

**2. Registration No.**

3731

**3. Name of Foreign Principal**

beIN Media Group LLC

**4. Principal Address of Foreign Principal**

TV Roundabout, TV & Radio Complex  
PO Box 23231 Doha  
State of Qatar

**5. Indicate whether your foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

**7. If the foreign principal is a foreign political party, state:**

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

## 8. If the foreign principal is not a foreign government or a foreign political party:

## a) State the nature of the business or activity of this foreign principal.

beIN Media Group LLC is a global sports and entertainment media company that engages in television production, distribution, and media rights acquisition around the world, including, e.g., in the Middle East and North Africa.

## b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

## 9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

99% of the issued share capital of beIN Media Group is held directly by beIN Corporation. The remaining 1% is held by beIN Sports OPC (which is, in turn, a subsidiary company of beIN Corporation). beIN Corporation is a private foundation for public benefit registered under the laws of the State of Qatar. As it exists solely for the benefit of the public, beIN Corporation is not accountable to any shareholder and does not declare any dividends.

## 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit A | Name and Title | Signature                           |
|-------------------|----------------|-------------------------------------|
| October 08, 2018  |                | /s/ Joseph B. Tompkins, Jr. eSigned |

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Sidley Austin LLP  
1501 K Street, N.W.  
Washington, DC 20005

2. Registration No.  
3731

3. Name of Foreign Principal  
beIN Media Group LLC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sidley Austin LLP will provide advice and representation regarding an investment arbitration brought against the Government of Saudi Arabia, with respect to, inter alia, the expropriation of beIN's assets and the failure to protect beIN's intellectual property rights. Further, Sidley Austin LLP will advocate generally for the international protection of the copyrights held by beIN in Saudi Arabia and the Middle East and North Africa ("MENA") region, including, e.g., those licensed to beIN by US right holders, such as the National Basketball Association, the US Tennis Association, and the National Football League, as well as the intellectual property rights held by US media companies that have seen their content pirated via Internet Protocol Television (IPTV) applications available on set-top boxes for sale in Saudi Arabia, specifically, and the MENA region, generally.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to #7.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to #7, which we do not understand to fall within the definition of "political activities", but rather as private and nonpolitical activities in furtherance of the bona fide trade or commerce of belN Media Group and its US right holders, which are impacted by the piracy in Saudi Arabia and elsewhere in the Middle East. Sidley Austin LLP makes this registration only out of an abundance of caution.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature                           |
|-------------------|----------------|-------------------------------------|
| October 08, 2018  |                | /s/ Joseph B. Tompkins, Jr. eSigned |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**SIDLEY**

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+41 22 308 00 01 FAX

AMERICA • ASIA PACIFIC • EUROPE

17 April 2018

**PRIVILEGED AND CONFIDENTIAL**

Dr. Mohammed A. Al-Khulaifi  
On behalf of the Compensation Claims Committee of Qatar  
Doha – The Palm Tower  
State of Qatar  
Email: m.a.alkhulaifi@qu.edu.qa

Ms. Sophie Jordan  
Executive Director of Legal Affairs  
& General Legal Counsel  
beIN Media Group LLC  
TV Roundabout, TV & Radio Complex  
PO Box 23231 Doha  
State of Qatar  
Email: JORDANs@bein.net

**Engagement for Investment Arbitration against the Kingdom of Saudi Arabia and  
Other Related Disputes**

Dear Dr. Al-Khulaifi and Ms. Jordan:

**Introduction.** Sidley Austin LLP (“Sidley” or “we”) appreciates the opportunity to serve as your counsel. This letter, including its Attachment entitled “Additional Terms and Conditions,” explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign three copies in the spaces provided below, retain two copies and return the other to me.

**Client.** The clients in the matter described below will be the Compensation Claims Committee of Qatar, beIN Corporation and beIN Media Group LLC (together, the “Client” or “you”). Unless we otherwise agree in writing, the Client will not include any other divisions or entities of the Compensation Claims Committee of Qatar, beIN Corporation or beIN Media Group LLC, nor will it include any officers and employees of the Compensation Claims Committee of Qatar, beIN Corporation or beIN Media Group LLC or of divisions or other entities of the Compensation Claims Committee of Qatar, beIN Corporation or beIN Media Group LLC.

**Matter Scope.** The next phase of our advice and representation will involve the following scope of work (the “Matter” or “Scope of Work”):

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- A. Scope of Work A: Advice and representation regarding the commencement and conduct of an investment arbitration against the Kingdom of Saudi Arabia ("KSA") under the Agreement on Promotion, Protection and Guarantee of Investments among Member States of the Organisation of the Islamic Conference ("OIC Agreement") or other appropriate international investment treaty(ies) to claim compensation for measures negatively affecting beIN Corporation's investments taken by the KSA, including from the initial pre-arbitral steps through to the enforcement of any final awards.
- B. Scope of Work B: Advice and representation in connection with any matters related to or arising out of the above-noted investment arbitration against the KSA, including potential related legal proceedings in different jurisdictions against distributors and competitors, potential legal proceedings and strategy in relation to the broadcast pirate activities of "beoutQ", monitoring of on-going related developments in the United Arab Emirates, Bahrain and Egypt, and the coordination of the overall litigation strategy for all potential related legal proceedings and matters (subject to the exceptions set forth in this letter and Attachment).

Fees and Expenses. Sidley agrees to provide the Client with discounts on our then current standard hourly rates (which are reviewed and subject to change annually) for all services rendered in connection with the above-noted Scope of Work, as set forth in detail in the attached Fee Proposal.

As requested, the attached Fee Proposal also includes a preliminary estimate for our fees for Scope of Work A, as outlined above. Our fees for Scope of Work B are difficult to estimate because the work involved will depend on a number of factors that are beyond our control and difficult to predict at this stage.

We are committed to serving you with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile, document processing, search and filing fees, and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) will generally be billed directly to you by those others. On our website, you will find detailed information about our expense recovery policies and procedures, which are an integral part of this letter: <http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/us/>. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers.

We want our clients to be satisfied with the quality and timeliness of our services. Our usual practice is to bill monthly, and we expect payment within 30 days following your receipt of our invoice. Subject to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation in emergency arrangements

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are not made for the payment of amounts outstanding in excess of 60 days and we do not receive satisfactory assurance of the payment of amounts that will become due in the future.

Conflicts. This letter does not create an exclusive relationship; you are free to retain other counsel of your choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation. In particular, Sidley has longstanding relationships with many clients engaged in the broadcasting, media and entertainment industries. Sidley has represented, and may be currently representing, one or more of these or other clients in connection with many aspects of their businesses including, without limitation, evaluation, prosecution, and defense of copyright infringement and other intellectual property claims; counseling and litigation respecting contractual rights, including with television programmers and others; and counseling and representation regarding regulatory issues affecting the broadcasting, media and entertainment industries. As a result, without advance conflicts waivers from Sidley clients, conflicts of interest could arise that could deprive either you or other Sidley clients of the right to select Sidley as counsel.

In light of the foregoing, other current or future clients, including those identified in the preceding paragraph, (collectively, the "Other Clients") may ask us to represent them in matters (including litigation) that are adverse to you or any other entities owned and controlled by the Compensation Claims Committee of Qatar, beIN Corporation and beIN Media Group LLC ("Client Entities"), but that are not substantially related to our representation of you or such owned and controlled entities. If we are not representing you or any Client Entities in such a matter, and the matter in which you, any Client Entities and an Other Client have adverse interests is not substantially related to our current or past representation of you or any Client Entities, you agree that we may represent such Other Client, you waive any conflict of interest arising from such representation, and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. You further agree to waive, on behalf of the Compensation Claims Committee of Qatar, beIN Corporation, beIN Media Group LLC and all Client Entities, any conflict of interest arising from such a non-substantially-related representation. You acknowledge and represent that you are duly authorized to grant this waiver on behalf of all Client Entities, and that all such Client Entities are bound by this waiver. You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

Term of Engagement. We trust that our relationship with you will be mutually satisfactory. However, either you or Sidley may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client's interests. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application - including, where appropriate, by engaging successor counsel in the matter.

Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our

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completion of the Matter; (ii) a decision by you not to proceed with the Matter; and (iii) our sending a final statement for services rendered in the Matter. The termination of a matter by either the Client or Sidley will not affect the Client's obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that Sidley (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the matter.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (effective November 1, 2007), except as they may be modified herein or by our mutual agreement. The place of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English.

The arbitration shall be conducted by one arbitrator, who shall be selected by our mutual agreement or by the CPR if you and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of us will be responsible for paying the costs of the arbitration in accordance with the CPR rules. Each of us agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of us beyond the tribunal, the parties and their counsel, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that each of us agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery, and appeal rights, and have made your own decision about whether to do so.

\* \* \*



**SIDLEY**

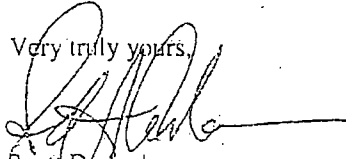
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Please call me if you have any questions regarding this letter. Thank you for the opportunity to serve you.

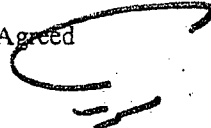
Very truly yours,

  
Scott D. Andersen

Attachments: Additional Terms and Conditions  
Preliminary Fee Proposal for Scope of Work

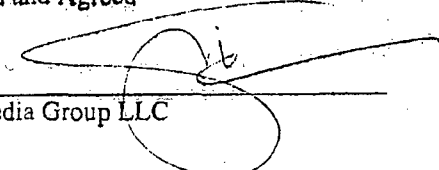
Acknowledged and Agreed

By:

  
Compensation Claims Committee of Qatar

Acknowledged and Agreed

By:

  
beIN Media Group LLC



**Privileged and Confidential**

**Additional Terms and Conditions**

This is an attachment to, and integral part of, the engagement letter dated 17 April 2018 with the Compensation Claims Committee of Qatar, beIN Corporation and beIN Media Group LLC.

**Limitations on the Scope of the Matter.** Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising you on insurance coverage issues; Sidley will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the Matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

**No Warranty.** Sidley will endeavor to achieve successful results for the Client, but Sidley makes no promises or warranties to the Client regarding the outcome or cost of the Matter.

**Confidentiality and Document Retention.** When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. Such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal Sidley work product (such as drafts, notes, and internal memoranda and emails). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Sidley will retain the file in accordance with its records management policy and procedures, and documents may be destroyed after Sidley's applicable records retention periods have expired.

**Responses to Subpoenas and Similar Requests.** If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client to determine whether the Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so. The Client agrees to reimburse Sidley for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request.

**Responses to Audit Inquiries.** We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. We will, accordingly, charge for

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those services at the same rates. A written request by or on behalf of you that we provide information to an auditor will constitute your consent that we disclose the requested information on your behalf.

**Privacy, Data Protection and Confidentiality.** Our policies with respect to privacy, data protection and information security can be accessed on our website at <http://www.sidley.com/admin/onlineprivacy.asp>. Subject to these policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

**Publicity.** Unless the Client instructs otherwise, Sidley may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that the Client is represented by Sidley. Sidley will not, however, disclose that it represents or has represented the Client in a particular matter without Client consent unless the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley's disclosure of information about a matter will be limited to the Client's name, the name of the other party or parties, and a short description of the matter which contains only publicly-available information.

**Consent Regarding Privileged Sidley Communication.** When issues arise concerning Sidley's professional duties and rights, including applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However, Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

**Governing Law and Choice of Forum.** This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of Switzerland. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, that is not subject to arbitration shall only be brought in the Swiss courts, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

Sidley lawyers outside the U.S. may be asked to perform work on behalf of or adverse to you. In many respects the conflict of interest rules outside the U.S. are less restrictive than those in the U.S. A matter on which the work will be performed solely or substantially by Sidley lawyers not admitted to practice in a U.S. jurisdiction will be governed by the conflicts